

Town Hall
183 Main Street
Cornwall, NY 12518
(845) 534-3760
fax: (845) 534-4342

Town of Cornwall



Orange County, New York

Office of the Supervisor
Kevin Quigley
Town Supervisor

AGENDA

Cornwall Town Board

Regular Meeting – Monday, June 10, 2013
7:30 pm

Pledge of Allegiance

Approval of Minutes – May 13, 2013 Special Meeting; May 13, 2013 Regular Meeting; May 22, 2013 Special Meeting;

Public Comment Agenda Items

1. Victor Cornelius, Grant Writer
2. Resolution – Standard Work Day and Reporting
3. Resolution – Canada Geese Management
4. Resolution – Fanning Letter of Credit
5. Resolution – Hand Property
6. Resolution – Maser Consulting - Hydrologist
7. Eagle Scout Project – American Legion Hall
8. US Postal Service – Option to Renew Lease – Mountainville
9. Fourth of July Fireworks
10. Storm King Run
11. Personnel:
 Appointments – P/T Police Officer
 Training: Bookkeeper – KVS Summer Training School

Committee Reports
Warrant #6
Public Comment
Adjournment

Standard Work Day and Reporting Resolution RS 2417-A

BE IT RESOLVED, that the Town Board of the Town of Cornwall hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the Town Clerk:

Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins/End	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
Elected Officials									
Town Clerk	Renata McGee	****	*****	8	1/1/13 12/31/13	N	20.57		

_____ presented the foregoing resolution which was
seconded by _____.

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Randolph S. Clark, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

On this ____ day of June, 2013: _____
Renata McGee, Town Clerk

Date Enacted: June ____, 2013

I, Renata McGee, Town Clerk of the Town of Cornwall, State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by the Town Board of the Town of Cornwall at a legally convened meeting held on the ____ day of June, 2013 on file as part of the minutes of such meeting and that _____ members voted in favor of the resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Cornwall.

On this ____ day of June, 2013:

Renata McGee, Town Clerk

This document consists of two (2) pages.

SEAL

AFFIDAVIT OF POSTING

STATE OF NEW YORK:
COUNTY OF ORANGE : ss.
TOWN OF CORNWALL :

RENATA MCGEE, being duly sworn deposes and says:

1. I am the duly elected and serving Town Clerk of the Town of Cornwall, Orange County, New York.

2. On June ___, 2013 I did post a certified copy of the attached Resolution adopted by the Town Board of the Town of Cornwall on June ___, 2013 on the Town Clerk's bulletin board maintained by me at Town Hall, 183 Main Street, Cornwall, New York.

Renata McGee

Sworn to before me this
day of June, 2013.

Notary Public

SJG/tmp/270621
65400
5/14/13

WHEREAS, a wildlife biologist from the United States Department of Agriculture APHIS Wildlife Services has been in touch with the Town in connection with Canada geese management, and

WHEREAS, the USDA has stated that the daily movements of geese creates a threat to human health and safety because they share critical air space with aircraft using Stewart International Airport and Stewart Air National Guard, and

WHEREAS, the USDA Wildlife Services is prepared to take such steps as may be necessary to mitigate the threat to human health and safety created by the Canada geese at Rings Pond, all at no expense to the Town of Cornwall, and

WHEREAS, the initial step to be taken is completion of a WS Form 12 which would grant USDA Wildlife Services permission to conduct work a Rings Pond,

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Town Board does hereby authorize the completion and submittal of WS Form 12 and does authorize the Supervisor to execute and submit the Form to the Wildlife biologist.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Randolph S. Clark, Councilman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

JRL/ef/305161

254-65400

6/10/13

WHEREAS, heretofore Jeffrey L. Fanning had presented a letter of credit to the Town issued by M and T Bank in the amount of \$16,986.00 together with amendments which will expire on June 15, 2013, and

WHEREAS, the Town Board has before it now a notice from M and T Bank automatically extending the original term of the letter of credit for an additional one-year period,

NOW, THEREFORE, BE IT RESOLVED as follows:

Following a review by the Attorney for the Town the Town Board by this resolution determines to accept the notice dated June 4, 2013, which automatically extends the original letter of credit to June 15, 2014.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Randolph S. Clark, Councilman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

SJG/ef/305169
254-65400
6/10/13

WHEREAS, heretofore the Town of Cornwall has expressed an interest in acquiring the Hand property on the eastside of Route 32 adjacent to the Town highway garage, and

WHEREAS, the Supervisor has requested authorization from the Town Board to continue the negotiations,

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Supervisor be and he hereby is authorized to continue negotiations for the acquisition of approximately 20 acres of lands of Hand on the eastside of Route 32 adjacent to the Town highway garage and to report back to the Town Board as the negotiations proceed.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Randolph S. Clark, Councilman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

JRL/ef/305208
254-65400
6/10/13

WHEREAS, heretofore the Supervisor was authorized and directed to obtain a proposal from an expert hydrologist for the purpose of providing hydrogeologic services related to review of the Village of Kiryas Joel water supply application and the potential impacts on the Town's ground water resources, and

WHEREAS, the Village of Cornwall-on-Hudson has expressed similar concerns regarding the potential adverse effects of the wells on the health and safety of its citizens, and

WHEREAS, it would make fiscal sense for the two municipalities to share expenses in obtaining the services of an expert hydrologist, and

WHEREAS, Maser Consulting P.A. has prepared and submitted the annexed proposal for hydrogeologic review services to both municipalities,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby adopt the proposal of Maser Consulting P.A. and authorizes the Supervisor to sign Section IV of the annexed contract, and

2. That the Town Board does hereby further authorize the Supervisor to enter into an agreement with the Village for the payment of 50% of the cost of the annexed contract.

_____ presented the foregoing
resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Alexander Mazzocca, Councilman, voting _____

Elizabeth Longinott, Councilwoman, voting _____

Randolph S. Clark, Councilman, voting _____

Mary Beth Greene-Krafft, Councilwoman, voting _____

D. Kevin Quigley, Supervisor, voting _____

JRL/ef/305233
254-65400
6/10/13



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

OK

Copy
TP S. Gordon
5/20/13
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F: 845.564.0278
www.maserconsulting.com

May 17, 2013

Supervisor Kevin Quigley
Town of Cornwall
Town Hall
183 Main Street
Cornwall, NY 12518

Mayor Brendan Coyne
Village of Cornwall-on-Hudson
Village Hall
325 Hudson Street
Cornwall-on-Hudson, NY 12520

Re: Proposal for Hydrogeologic Review Services
Town of Cornwall
MC Proposal No. VCT011

Dear Supervisor Quigley and Mayor Coyne:

Maser Consulting P.A. is pleased to submit this proposal to provide hydrogeologic services related to review of the water supply application submitted by the Village of Kiryas Joel. It is understood that the Village of Kiryas Joel has installed a new proposed water supply well in Mountainville, near the southern border of the Town of Cornwall, on the west side of Rt. 32, north of Maranatha Lane. It is also understood that the well is completed in the unconsolidated glacial outwash aquifer and that the proposed permit would allow for a maximum withdrawal rate of 612,000 gallons per day from this well. Our proposed review of the application and supporting materials will focus on the potential impacts of the proposed water supply on the ground-water resources of the Town of Cornwall and the Village of Cornwall-on-Hudson.

Our in house professionals assigned to this effort will include: Village Engineer Andrew Fetherston, and hydrogeologic staff: P.E., Thomas E. Dwyer, P.G., Assistant Department Manager for Water Resources; Alex R. Ross, P.G, Senior Geophysicist; and William A. Herr, Senior Scientist for Water Resources.

This proposal is divided into five sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

Client's Initials _____

JOHN COLLINS ENGINEERS, P.C. has joined Maser Consulting P.A.



SECTION I - SCOPE OF SERVICES

Based on our understanding of the scope of services requested, we propose to complete the following efforts.

PHASE 1.0 FILE REVIEW AND HYDROGEOLOGIC ANALYSIS

Maser Consulting will review the water supply application materials and supporting documents submitted by the Village of Kiryas Joel and their consultants. It is anticipated that this will require a Freedom of Information Law (FOIL) request through the New York State Department of Environmental Conservation (NYSDEC) and New York State Department of Health (NYSDOH).

Upon receipt of the relevant application documents, Maser Consulting will perform an independent review of the hydrogeologic test data to evaluate if there are any potential adverse impacts to the ground-water resources of the Town of Cornwall and Village of Cornwall-on-Hudson. In addition, we will evaluate the potential for adverse impacts to any nearby domestic wells. This effort will not include a complete re-analysis of the aquifer test data, but portions of the test data may be re-analyzed in order to address specific concerns.

Following completion of this Phase, we recommend a meeting to discuss the results of our findings. The cost for the meeting is included in Phase 3.0 of this proposal.

Phase 1.0 Lump Sum Fee

\$ 4,200.00

PHASE 2.0 TECHNICAL REPORT

Based on the results of the Phase 1.0 evaluation, Maser Consulting will prepare a technical response letter that will be suitable for submission to NYSDEC in response to the current application. This letter will include relevant mapping and analyses prepared in Phase 1.0, along with discussions of any potential impacts to ground-water resources and other users of those resources. This letter will also include any recommendations for further hydrogeologic work that might be needed to resolve potential impact issues. A draft of the technical response letter will be provided to the Town of Cornwall and the Village of Cornwall-on-Hudson for review and comment prior to finalizing the report. It is anticipated that one meeting will be attended to discuss the draft report (meeting is included in Phase 3.0 of this proposal).

Phase 2.0 Lump Sum Fee

\$ 1,300.00



PHASE 3.0 PROJECT MEETINGS AND OUT-OF-SCOPE SERVICES

Maser Consulting will attend project meetings and perform additional out-of-scope services as requested on an hourly rate basis. This will include any requested meetings with state or local officials, conference calls, preparation for meetings, and public hearing attendance and presentations. For budgetary purposes, we are estimating two meetings prior to submittal of our final technical response letter and attendance and presentation at an adjudicary hearing. The cost provided below is an estimated "cost-plus" fee that will be invoiced according to our rate schedule provided to the Village.

Phase 3.0 Estimated Fee \$ 3,200.00

SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

PHASE 1.0	FILE REVIEW AND HYDROGEOLOGIC ANALYSIS	\$ 4,200
PHASE 2.0	TECHNICAL REPORT	\$ 1,300
PHASE 3.0	PROJECT MEETINGS AND OUT-OF-SCOPE SERVICES	\$ 3,200

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 20 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to an attorney for collection. Client shall be responsible for court costs and reasonable attorney fees.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or



damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

Maser Consulting P.A. will call the One-Call system to mark out utilities prior to commencing the survey mapping phase of the project. However, not all utilities may be marked out due to limited responsibility of the One-Call service request for survey purposes.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontractors or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.



To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the

Total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



Town of Cornwall
MC Proposal No. VCT011
May 17, 2013
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SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Mayor Coyne Signature

Date

Printed Name

Title

Supervisor Quigley Signature

Date

Printed Name

Title

If you find this proposal acceptable, please initial each sheet, sign where indicated above in Section V, and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid until June 30, 2013.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in dark ink, appearing to read 'Thomas E. Dwyer'.

Thomas E. Dwyer, P.G.
Principal Associate

A handwritten signature in dark ink, appearing to read 'Andrew B. Fetherston'.

Andrew B. Fetherston, P.E.
Principal Associate

TD/abf

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